



# Price Agreement Amendment

Page 1 of 1  
Printed: 1/28/2002

STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS  
CAPITOL HILL  
PROVIDENCE RI 02908

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MUNICIPAL COLLECTION AGENCY  
198 DYER ST  
2ND FL  
PROVIDENCE RI 02903

## DEBT COLLECTION SERVICES

Amendment Date: 01/23/2002  
Original Award Date: 01/29/2001  
Buyer: MOYNIHAN, JEROME D  
Phone #: (401) 222 - 2142 ext. 119  
FOB: F.O.B., Destination  
  
Terms: Net 30

Change Order Number

1

Award Number

**68M00210937**

Effective Period:

02/01/2001 - 01/31/2006

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

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ADMINISTRATION  
MASTER PRICE AGREEMENT  
RELEASE AGAINST RI MPA

Change Order Note: #1

Department				Bid Number	C/O Req #
ADMINISTRATION		MPA-238		3071	
Item	Class-Item	Bid #	Requisition #	Unit	Unit Price
	CHANGE ORDER #1  CHANGE TO PO #68M00210937 DATED 1/29/01.  THE EFFECTIVE PERIOD HAS BEEN MODIFIED:  FROM: 2/1/01 - 1/31/02 TO: 2/1/01 - 1/31/06				

This Notice of Award/Purchase Order is issued in accordance with the specific requirements described herein and the State's Purchasing Regulations and General Conditions of Purchase, copies of which are available at [www.purchasing.state.ri.us](http://www.purchasing.state.ri.us). Delivery of goods or services as described herein shall be deemed acceptance of these requirements.

STATE PURCHASING AGENT/DESIGNEE

ACCOUNTING

DATE RELEASED

**STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS**

Master Price Agreement – MPA #238-2-3071

Agency Price Agreement – APA #

**COMMODITY/SERVICE DESCRIPTION: DEBT COLLECTION SERVICES****DATE ISSUED:** 1/29/01**AGREEMENT PERIOD:** 2/1/01 - 1/31/02  
(with option to renew for up to four (4) additional years)**ADMINISTRATOR:** JEROME D. MOYNIHAN/njl**Telephone No.** (401) 222-2142 ext. 119**APPROVED FOR THE STATE OF RHODE ISLAND:** Jerome D. Moynihan  
Administrator, Purchasing Systems

**This is a notice of award, not an order.** Any quantity reference in the agreement or in the bid preceding it are estimates only and do not represent a commitment on the part of the state to any level of billing activity, other than for quantities or volumes specifically released during the term. No action is to be taken except as specifically authorized, as described herein under **AUTHORIZATION AND RELEASE**

<b>BILLING REFERENCE NO.</b>	<b>VENDOR(S) ADDRESS</b>	<b>TELEPHONE</b>
238-2-3071-1	MUNICIPAL COLLECTION AGENCY ATTENTION: MICHAEL MAZNICKI 100 FOUNTAIN STREET PROVIDENCE, RI 02903	TELEPHONE #: (401) 521-2275 FAX #: (401) 521-3337  TERMS: NET 30 DAYS
238-2-3071-2	OSI COLLECTION SERVICES, INC. SUBSIDIARY OF OUTSOURCING SOLUTIONS, INC. ATTENTION: JUDY COMMESSO 541 MAIN STREET, SUITE 115 SOUTH WEYMOUTH, MA 02910	TELEPHONE #: (781) 340-5060 FAX #: (781) 340-5082  TERMS: NET 30 DAYS

## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Master Price Agreement – MPA #238-2-3071

Agency Price Agreement – APA #

**ENTIRE AGREEMENT** - This NOTICE OF AWARD, with all attachments, and any release(s) against it shall be subject to: (1) the specifications, terms and conditions set forth in Request/Bid Number 3071, (2) the General Terms and Conditions of Contracts for the State of Rhode Island (3) all provisions of, and the Rules and Regulations promulgated pursuant to, Title 37, Chapter 2 of the General Laws of the State of Rhode Island AND (4) any Special Instructions or Provisions contained herein. This NOTICE shall constitute the entire agreement between the State of Rhode Island and the Vendor. No assignment of rights or responsibility will be permitted except with the express written permission of the State Purchasing Agent or his designee.

**SCOPE AND LIMITATIONS** - This Agreement covers requirements as described herein, ordered by State agencies (or political subdivisions of the State) during the Agreement Period. No additional or alternative requirements are covered, unless added to the Agreement by formal amendment by the State Purchasing Agent or his designee.

**If this is a Master Price Agreement (MPA), Political Subdivisions (cities, towns, schools, quasi-public agencies), as authorized by law, may participate in this Agreement. All ordering and billing shall be between the vendor and the political subdivision (only).**

**CANCELLATION, TERMINATION and EXTENSION** - This Price Agreement shall automatically terminate as of the date(s) described under **AGREEMENT PERIOD** unless this Price Agreement is altered by formal amendment by the State Purchasing Agent or his designee upon mutual agreement between the State and the Vendor.

**PRODUCT ACCEPTANCE** - All merchandise offered or otherwise provided shall be new, of prime manufacture, and of first quality unless otherwise specified by the State. The State reserves the right to reject all nonconforming goods, and to cause their return for credit or replacement, at the State's option.

- a) Failure by the state to discover latent defect(s) or concealed damage or non-conformance shall not foreclose the State's right to subsequently reject the goods in question.
- b) Formal or informal acceptance by the State of non-conforming goods shall not constitute a precedent for successive receipts or procurements.

Where the vendor fails to promptly cure the defect or replace the goods, the State reserves the right to cancel the Release, contract with a different vendor, and to invoice the original vendor for any differential in price over the original contract price.

**INSURANCE** - If this is an Agency Price Agreement (APA), annual renewal insurance certificates for Workers' Compensation, Public Liability, Property Damage Insurance, Auto Insurance, etc., must be submitted to the specific agency identified in the "Bill To" section of this agreement. If this is a Master Price Agreement (MPA), send to the appropriate Buyer at the address named below for submitting reports. Certificates are annually due prior to the beginning of any contract period beyond the initial twelve-month period of this contract. Failure to provide annual insurance certification may be grounds for cancellation.

**REPORTS** - The Vendor agrees to provide the State with quarterly reports describing activity against this Price Agreement. If this is a Master Price Agreement, such reports shall include usage by municipalities, quasi-public agencies, schools, etc. All reports shall contain the following data:

- ☐ Items listed in Attachment A – Pricing, which have had no release activity during the period,
- ☐ Billing volume, in total, by month,
- ☐ Shipment quantity during the quarter, by major classification (as identified by Attachment A - Pricing),
- ☐ Shipment quantity during the quarter, by item (as identified by Attachment A - Pricing),
- ☐ Shipment quantity during the quarter, by billing address (as identified by Attachment A - Pricing),
- ☒ No reporting requirements requested by Division of Purchases.

**Required documents must be submitted to the BUYER named in this notice at the address below.**

## STATE OF RHODE ISLAND AND PROVIDENCE PLANTATIONS

Master Price Agreement – MPA #238-2-3071

Agency Price Agreement – APA #

### ORDER AUTHORIZATION AND RELEASE AGAINST PRICING AGREEMENT

**In no event shall the Vendor deliver goods or provide service until such time as a duly authorized release document is certified by the ordering Agency.**

**State Agencies** shall request release as follows: All releases shall reference the Price Agreement Number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing.

A Direct Purchase Order (DPO) shall be created by the agency listing the items ordered. The agency may mail or fax a copy of the order to the Vendor. In some cases the agency may request delivery by telephone, but must provide the Vendor with a DPO Order Number reference for billing purposes.

**DELIVERY** - If this is a Master Price Agreement (MPA), vendor will obtain “ship to” information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will ship to the following address:

**PRICING** - All pricing shall be as described in Attachment A - Pricing, and is considered to be fixed and firm for the term of the Agreement, unless specifically noted to the contrary herein. All prices include prepaid freight. Freight, taxes, surcharges, or other additional charges will not be honored unless reflected in Attachment A.

**INVOICING** – All invoices shall reference the DPO Order Number(s), Price Agreement number, the item(s) covered, and the unit pricing in the same format as described in Attachment A - Pricing. Invoices for items not received or for work not yet performed will not be honored.

If this is a Master Price Agreement (MPA), vendor will obtain “bill to” information from each participating agency. This information will be contained in the DPO. If this is an Agency Price Agreement (APA) vendor will send invoices to the following address:

### SPECIAL TERMS/INSTRUCTIONS/REQUIREMENTS

N/A

PRICE AGREEMENT: DEBT COLLECTION SERVICES MPA #238

EFFECTIVE PERIOD: 2/1/01 - 1/31/02 (with option to renew for up to four (4) additional years) BID #3071 - OPENED: 4/6/00

ATTACHMENT "A"

ITEM # DESCRIPTION UNIT PRICE

State of Rhode Island											
Evaluation of Cost Proposals											
Debt Collection RFP # 3071 MPA #238											
OSI Collection Services, Inc.											
No Legal Referral						Debt Only- Legal Referrals				FINAL	
Bad				Weighted		Out of		Weighted		WEIGHTED	
Checks		Debt		Weight		In-State		State		RATE	
AGE:											
Level I		Current to 12 months		14.9%		14.9%		0.1		1.49%	
						24%		24%		0.1	
										2.40%	
Level II		>1 to 3 years		20.9%		20.9%		0.2		4.18%	
						24%		24%		0.2	
										4.80%	
Level III		> 3 years		23.0%		23.0%		0.7		16.10%	
						24%		24%		0.7	
										16.80%	
Weighted Average (AGE)						21.77%				24.00%	
Location Weight(IN-STATE/OUT-OF-STATE)						0.95				0.05	
Weighted Average (AGE AND LOCATION)						20.68%				1.20%	
										21.88%	
Municipal Collection Agency, Ltd.											
No Legal Referral						Debt Only- Legal Referrals				FINAL	
Bad				Weighted		In-State		Out-State		Weighted	
Checks		Debt		Weight		Rate		Weighted		WEIGHTED	
						Weighted		Weighted		RATE	
AGE:											
Level I		Current to 12 months		15%		15%		0.1		1.50%	
						20%/19%		35%/1.75%		0.1	
										2.075%	
Level II		>1 to 3 years		15%		15%		0.2		3.00%	
						20%/19%		35%/1.75%		0.2	
										4.150%	
Level III		> 3 years		15%		15%		0.7		10.50%	
						20%/19%		35%/1.75%		0.7	
										14.525%	
Weighted Average (AGE)						15.00%				20.75%	
Location Weight(IN-STATE/OUT-OF-STATE)						0.95				0.05	
Weighted Average (AGE AND LOCATION)						14.25%				1.04%	
										15.29%	